

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

**IN RE: PRE-FILLED PROPANE TANK
MARKETING AND SALES PRACTICES
LITIGATION**

**THIS ORDER RELATES TO:
ALL CASES**

MDL Docket No. 2086

Master Case No. 09-2086-MD-W-GAF

ORDER REGARDING STIPULATED INJUNCTION

WHEREAS, Plaintiffs in the actions entitled *Jack Fuller, et al. v. AmeriGas Propane, Inc., AmeriGas Partners, L.P., AmeriGas Propane, L.P., Ferrellgas, L.P., Ferrellgas, Inc. and Ferrellgas Partners, L.P.*, No. 09-2493 (N.D. Cal.); *Bart Fraenkel, et al. v. AmeriGas Propane, Inc., AmeriGas Partners, L.P., AmeriGas Propane, L.P., Ferrellgas, L.P., Ferrellgas, Inc. and Ferrellgas Partners, L.P.*, No. 09-02616 (N.D. Cal.); and *Don Parker, et al. v. Ferrellgas Partners, L.P., Ferrellgas, L.P., Ferrellgas, Inc., AmeriGas Propane, Inc., and AmeriGas Partners, L.P.*, 09-2412 (D. Kan.) (“Representative Plaintiffs”) and AmeriGas Propane, Inc., AmeriGas Partners, L.P., and AmeriGas Propane, L.P. (collectively “AmeriGas”) have entered into a First Amended Settlement Agreement (the “Amended Agreement”) after extensive, arms-length settlement negotiations;

WHEREAS, the Court has reviewed and considered the Amended Agreement, pursuant to Federal Rule of Civil Procedure 23(e), and fully and finally approved the Amended Agreement as fair, reasonable and adequate as to, and in the best interests of, each of the Parties and the Settlement Class;

WHEREAS, pursuant to paragraph 5 of the Amended Agreement, AmeriGas agreed to an injunction for three (3) years (except as otherwise explicitly set forth below for a shorter period)

that would require it to make certain disclosures and prohibit it from making other representations;

WHEREAS, the purpose of the Injunction is to articulate a clear set of permitted and prohibited practices, disclosures, labels, banners, and signs described below, that when followed, will facilitate AmeriGas's compliance with the various states' Consumer Protection laws and regulations at issue in these cases by providing clear and conspicuous disclosures with respect to the net weight of propane in AmeriGas's 20-pound propane cylinders at the point of sale or otherwise.

WHEREAS, this Court has reviewed and approves the Injunction;

NOW, THEREFORE, FOR GOOD CAUSE SHOWN, IT IS HEREBY ORDERED,
DECREED AND ADJUDGED:

1. AmeriGas must comply with the terms of this Order for three (3) years from the date of entry of this Order.
2. AmeriGas must:
 - a. show the net weight of the propane contained in its cylinders on a label or the sleeve of the cylinder;
 - b. place banners which state the net weight of propane in the cylinders being sold above or next to the cages in which AmeriGas cylinders are sold;
 - c. not use or suggest in its communications to the public that a cylinder is "full," or will be "filled to capacity," or that the cylinder is at maximum capacity, unless that is the case; and
 - d. use reasonable commercial efforts to have its retail partners comply with the terms of this Injunction.

3. AmeriGas shall implement the disclosures referenced in this Injunction, if they have not been implemented already, no later than thirty (30) days following the entry of this Order.

IT IS SO ORDERED.

s/ Gary A. Fenner
Gary A. Fenner, Judge
United States District Court

DATED: October 4, 2010